



Republic of the Philippines
Supreme Court
Manila

SC-BAC-GS CONTRACT NO. 2022 - 17

**CONTRACT FOR THE SUPPLY, DELIVERY, AND DEPLOYMENT
OF LOW-CODE DEVELOPMENT PLATFORM FOR THE
SUPREME COURT**

This Contract entered into and executed this 20th day of October
2022 in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila, represented herein by **ATTY. MARIFE M. LOMIBAO-CUEVAS**, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the **"COURT;"**

-and-

MICRO-D INTERNATIONAL, INC., a business firm organized and existing in accordance with Philippine laws, with principal business address at 11/F MDI Corporate Center, 39th St. corner 10th Avenue, Bonifacio Global City, Taguig City, and represented by **MR. RICARDO M. REGINO**, in his capacity as the Authorized Representative of **MICRO-D INTERNATIONAL, INC.**, hereinafter referred to as the **"SERVICE PROVIDER."**

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on 08 August 2022 an Invitation to Bid for the *Procurement of Low-Code Development Platform for the Supreme Court*. The Invitation to Bid was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the Supreme Court Website, and the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

WHEREAS, the **SERVICE PROVIDER** won in the public bidding conducted by the **COURT** on 30 August 2022 and was recommended by the SC-BAC-GS in its Memorandum dated 21 September 2022, to be awarded


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the contract for the *Supply, Delivery and Deployment of Low-Code Development Platform for the Supreme Court* (hereinafter referred to as “the **PROJECT**”), which recommendation was approved by the Court *En Banc* through its Resolution dated 04 October 2022 in A.M. No. 22-09-18-SC (*Re: Award of the Contract for the Procurement of a Low-Code Development Platform for the Supreme Court*);

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SERVICE PROVIDER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

1.1 **OFFICIAL BID DOCUMENTS.** The **SERVICE PROVIDER** shall perform its contractual obligation in accordance with the following Official Bid Documents, which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SERVICE PROVIDER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any;
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **SERVICE PROVIDER**’s *conforme* thereto; and
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SERVICE PROVIDER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, and that prescribed in the Terms of Reference shall likewise form part of the Contract.

1.2 **COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

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1.3 **INCIDENTAL ITEMS.** This Contract shall include any and all such items, although not specifically mentioned, that can be reasonably inferred as being required for the Project's completion as if such items were expressly mentioned herein.

1.4 **FAILURE TO COMPLY.** If the **SERVICE PROVIDER** fails to complete the Project under this Contract and the Official Bid Documents within the period provided in Section 3.2 hereof, the **COURT** shall have the right to engage the services of a third party to complete the Project, provided, however, that all expenses incurred by the **COURT** shall be charged to the account of the **SERVICE PROVIDER**. The right of the **COURT** to engage the services of a third party shall be without prejudice to other rights of the **COURT** under this Contract to proceed against the **SERVICE PROVIDER** or to which the **COURT** may be entitled to under the law and equity.

ARTICLE II SCOPE OF WORK

2.1 The **SERVICE PROVIDER** shall comply with the Terms of Reference in Section VII of the Bidding Documents for the *Procurement of Low-Code Development Platform for the Supreme Court*.

2.2 The **SERVICE PROVIDER** shall comply with the scope of work, key deliverables and technical specifications, as follows:

The low-code development platform must be based on Commercially-Off-the Shelf (COTS) products and shall include (but not limited to) the following:

1. One (1) year subscription for low-code development platform shall provide a facility to :
 - a. develop unlimited ICT applications (without additional cost)
 - b. allow up to 32 developers to collaborate (without additional cost)
 - c. export the ICT applications developed using the said platform to traditional lines of programming code
2. One (1) year 24x7 technical and operational support.
3. Installation and configuration of development, test, and production environments.
4. Hands-on technical training for developers.
5. Online learning materials and references.

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KEY DELIVERABLES

1. The service provider must fully and completely deliver and deploy the low-code development platform to the Supreme Court within thirty (30) days from the Notice to Proceed (NTP).
2. The service provider must provide a Master Services Agreement upon delivery and deployment of the low-code development platform.
3. The service provider must provide training materials of the low-code development platform.
4. The service provider must provide a 24x7 technical and operational support during the entire duration of the license subscription.

TECHNICAL SPECIFICATIONS

The Service Provider shall deliver a Low-code development platform that will provide the SC with a facility to be used in the development of the court applications. This software platform bundles together a set of tools that will enable the SC to build web and native mobile based applications and operationally manage them throughout its lifecycle. The Service Provider must comply with the following requirements:

1. Low-code development platform	General Requirements
	o The Service Provider must deliver a Platform as a Service (PaaS) cloud infrastructure for the low-code development platform
	o The low-code development platform shall be installed and configured in all three (3) environments, namely: development, test and production.
	o The low-code development platform should provide a development environment where the design of software application is done using its available tools and graphical interface.
	o The low-code development platform shall cover one (1) year-subscription with at least 25,000 internal users and 1,000,000 external users.
	The low-code development platform shall provide a facility to: a. develop unlimited ICT applications (without additional cost) b. allow up to 32 developers to collaborate (without additional cost)

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BETH C. BUEHLE KUTHA

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Platform as a Service (PaaS) Infrastructure Requirements

- Must have a service level agreement (SLA) that guarantees at least 99.5% availability of all services.
- Must include the maintenance, troubleshooting and delivery of the day-to-day technical support operations.
- Must provide vertical scalability that allows the scaling of computing and storage resources (e.g. CPU, Memory) of a Virtual Machine (VM), when needed, without additional cost.
- Must maintain regular backups of at least 15 days and ensure that these backups could be restored immediately when necessary.
- Must provide direct access to the database provided in PaaS platform, when needed, using enterprise database tools to perform operations such as (but not limited to):
 - Read and write data in bulk to database tables (e.g. deleting data in a test table).
 - Create and run database specific Extract, Transform and Load (ETL) processes to extract and load data from external data sources (e.g. extract production data and load to the test environment).
- Must provide a dedicated set of VMs and database instances that is completely isolated from other VMs and database instance of other tenants/customer of the Cloud Service Provider.
- Must provide compute and storage resources for Application Servers at the minimum, for a period of one (1) year for the development, test, and production environments.
 - Quantity: 3
 - vCPUs: 2
 - Memory: 4 GB
 - Disk space necessary to run the platform
- Must provide compute and storage resources for Database Servers at the minimum, for a period of one (1) year for the development, test, and production environments.
 - Quantity: 2 (1 for production and 1 for development and test)
 - vCPUs: 1
 - Memory: 8 GB
 - Disk space necessary to run the platform
- These compute and storage resources may be upgraded at no additional cost, depending on the requirements of the SC.




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- Must provide provision of SSL certificates for the development and test environment Application Servers.
- Must provide provision of Virtual Private Network (VPN) software to secure the communication between the PaaS cloud and the SC internal network, when necessary. The VPN software must have at least one (1) of the following encryption technologies in place.
 - AES (128 bits and higher)
 - TDES (minimum double-length keys)
 - RSA (1024 bits or higher)
 - ECC (160 bits or higher)
 - ElGamal (1024 bits or higher)
- The Cloud Service Provider (CSP) of the proposed PaaS Cloud must have at least one (1) of following accreditation and certifications:
 - ISO 27001 - Information Security Management.
 - Payment Card Industry (PCI) Data Security Standard (DSS).
 - Service Organization Control (SOC) 1 and 2.
 - ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors.
- Low-code development platform Software
 - The platform should provide tools for low-code development platform approach in the development and deployment of software applications.
 - The platform should be able to generate API's to be utilized in a microservice architecture.
 - The platform must provide a clear exit strategy that will allow SC to continue the use of the applications developed in the low-code platform using traditional tools and technology and independent from any of the platform components without recoding to avoid vendor lock-in. This is necessary in the event SC decides to stop using the platform for whatever reason.
 - The platform must have the capability to use the same source code in addressing common backend functionalities (i.e., business rules, back-end integrations, and back-end data) in both web and native mobile interfaces.
 - The platform must be able to create multichannel user experience, including Web Applications, Hybrid Applications and Mobile Native Apps, for iOS and Android.



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	<ul style="list-style-type: none">◦ The platform must work on a fully standard web stack, running standard web applications on standard web servers and databases. It must not depend on any runtime interpreters. The database must be open and easily readable.
	Integration Requirements
	<ul style="list-style-type: none">◦ The platform must allow automatic integration with external database engines such as, but not limited to, Oracle SQL, MySQL, MS SQL, among others.
	<ul style="list-style-type: none">◦ The platform must allow automatic integration with Simple Object Access Protocol (SOAP) services using Web Service Definition Language (WSDL) definitions.
	<ul style="list-style-type: none">◦ The platform must provide the necessary integration to the on-premise Active Directory and Azure Active Directory.
	Deployment Requirements
	<ul style="list-style-type: none">◦ The platform must provide the ability to automatically deploy applications and all its dependencies between environments (i.e., development, test, and production).
	<ul style="list-style-type: none">◦ The platform must allow automatic integration with Simple Object Access Protocol (SOAP) services using Web Service Definition Language (WSDL) definitions.
	<ul style="list-style-type: none">◦ The platform must allow the configuration of a deployment package using a dependency analysis and impact analysis that allows the validation of whether any existing applications will be negatively affected by the deployment.
	Management, Monitoring, and Operations Requirements
	<ul style="list-style-type: none">◦ The platform must provide a central security configuration console that allows fine-grained control over what each user can do in the environment.
	<ul style="list-style-type: none">◦ The platform must provide a central security configuration console that allows specifying which components can be reused or changed by specific developers.
	<ul style="list-style-type: none">◦ The platform must provide auditing trails/logs of all IT operations performed in the environment.
	<ul style="list-style-type: none">◦ The platform must provide a centralized console for application configuration such as user requests, batch processes, web services and global variables.
	<ul style="list-style-type: none">◦ The platform must provide a centralized dashboard that allows a visual analysis of the

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	<p>performance levels of the overall web responsive applications portfolio over time.</p> <ul style="list-style-type: none">○ The platform must log performance issues whenever slow database queries or slow integrations are executed for ease of troubleshooting. <p>Other Requirements</p> <ul style="list-style-type: none">○ The platform must have proper security mechanisms to allow access only to authorized users. The platform must have a role-based accessing scheme where authorized and designated users must be defined and classified in accordance with their access privileges. This means that levels of access to certain data or information depends on their roles.○ The platform should be capable of cloud or on-premise deployment.
2. Implementation and Training	<p>Training with provider-certified trainers</p> <ul style="list-style-type: none">○ Must provide at least one introductory hands-on training to jumpstart the deployment of the low-code development platform.○ The Developer's trainings shall be conducted by duly certified developers of the proposed low code development platform.○ Certificate of Attendance/Participation must be provided to all participants after the conduct of trainings. <p>Access to provider's support documentation and resources.</p> <ul style="list-style-type: none">○ Provide unlimited access to online training materials.○ Provide online training references and Hands-on exercise materials.○ Provide online technical manuals○ Provide Installation, Configuration and Deployment procedures online references○ Provide online Operational and User Manuals
3. Support	<p>24x7 web and telephone technical and operational support.</p> <ul style="list-style-type: none">○ Provide unlimited 24x7 helpdesk web and telephone technical support for incidents.○ Provide 24x7 remote support (even during holidays) with two (2) business hours response time for all urgent problems reported and related to the proposed low code development platform. Urgent problems are defined as complete loss of service or a significant feature that is completely unavailable and no workaround exists.○ Provide access to a web-based portal for all product support and service requests.

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	<ul style="list-style-type: none">o Provide unlimited web support for how-to develop, performance, coding issues, and other concerns related to the use of the low code development platform.
	<ul style="list-style-type: none">o Provide access to the low-code development platform patches, bug fixes, security fix and software updates.
	<ul style="list-style-type: none">o The principal of low-code development platform shall warrant that the platform provided is free from any hidden defect. If there is any hidden defect, said principal must be capable of fixing said defect.


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- 2.3 The **SERVICE PROVIDER** shall strictly comply with the timeline set forth in the table summarizing the Scope of Work, and to deliver output in conformity with the descriptions provided.

ARTICLE III EFFECTIVITY, DELIVERY DATE, AND CONTRACT PRICE

- 3.1 **EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SERVICE PROVIDER** of the Notice to Proceed. The term/duration of this Contract may be extended upon the mutual written consent of both Parties. Performance of all obligations shall be reckoned from the effectivity date of the Contract.
- 3.2 **DELIVERY DATE.** Complete supply, delivery, and deployment of the low-code development platform shall be made by the **SERVICE PROVIDER** within thirty (30) calendar days from receipt of the Notice to Proceed.
- 3.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery and deployment of the low-code development platform by the **SERVICE PROVIDER** and the acceptance thereof by the **COURT**, the **COURT** shall pay the agreed contract price of **FORTY NINE MILLION FIVE HUNDRED SEVENTY FOUR THOUSAND ONE HUNDRED EIGHTY SEVEN PESOS (P49,574,187.00) ONLY.**
- 3.4 **TERMS OF PAYMENT.** The **SERVICE PROVIDER** shall be paid in accordance with the Milestone Payment Schedules.

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Milestone	Description	Percentage
1	Full and complete delivery, and upon acceptance of the MISO, of the low-code development platform and Master Service Agreement.	95%
2	Retention money	5%
	TOTAL:	100%

3.4.1 Payment shall be made within a reasonable time from the submission of the complete, accurate, and undisputed documentary requirements such as but not limited to the following, based on existing accounting and auditing laws, rules, and regulations.

3.4.2 No advance payment shall be made as provided for in Section 88 of Presidential Decree (PD) No. 1445 (Government Auditing Code of the Philippines).

ARTICLE IV REPRESENTATIONS/WARRANTIES

4.1 **PERFORMANCE WARRANTY.** The **SERVICE PROVIDER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.

4.2 **PRODUCT AND SERVICE WARRANTY.** The **SERVICE PROVIDER** agrees to guarantee the goods against manufacturing defects from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the **SERVICE PROVIDER** shall make the necessary replacement or repairs at no expense to the **COURT**.

4.3 **WARRANTY SECURITY.** After acceptance by the **COURT** of the goods, a warranty security shall be required from the **SERVICE PROVIDER** in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

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- 4.4 NON-SOLICITATION.** Each party warrants that it has not given any gift, consideration, commission, reward, grant, or endowment to any officer or employee of the other party or representative of such officer or employee in connection with the procurement, signing, or implementation of this Contract; nor has entertained any solicitation for any such gift, consideration, commission, reward, grant, or endowment in connection with the procurement, signing, or implementation of this Contract. Each party undertakes that it shall never attempt to give any gift, consideration, commission, reward, grant, or endowment to any officer or employee of the other party or representative of such officer or employee in connection with any agreement, deal, or arrangement between the parties, and shall immediately report to the other party's management any attempt by any of its officers or employees or representatives of such officer or employee to solicit any gift, consideration commission, reward, grant, or endowment in connection with any agreement, deal, or arrangement with said party.

ARTICLE V PERFORMANCE SECURITY

- 5.1 AMOUNT AND FORM.** The **SERVICE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank acceptable to the **COURT**, equivalent to five percent (5%) of the total contract price; or (2) bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank acceptable to the **COURT**, which is properly renewed or maintained during the effectivity of this Contract: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the **COURT**; or (4) a Performance Securing Declaration.
- 5.2 DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SERVICE PROVIDER** upon the completion of its obligations under the Contract; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER**.
- 5.3 FORFEITURE.** The failure of the **SERVICE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.



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- 5.4 **AUTHORITY TO APPLY PAYMENTS.** Any payment or receivable due from the **COURT** in favor of the **SERVICE PROVIDER** under this Contract may be applied by the **COURT** to any unsettled claim against and/or unpaid account of the **SERVICE PROVIDER**. For this purpose, the **SERVICE PROVIDER** hereby grants unto the **COURT** the absolute and irrevocable power and authority to apply any amount due to the **SERVICE PROVIDER** to any unsettled claim of the **COURT** under this Contract.

ARTICLE VI CONFIDENTIALITY

- 6.1 The **SERVICE PROVIDER** agrees that any information, knowledge, data, or opinion obtained as a consequence of this Project, or by reason thereof, is **CONFIDENTIAL**. Such information shall not be used by any of the officers and employees of the **SERVICE PROVIDER**, or by any authorized representative thereof, for any purpose outside the implementation of this Project and except as may be required in carrying out the terms of this Contract.
- 6.2 The **SERVICE PROVIDER** agrees that breach of this confidentiality, through the unauthorized disclosure or dissemination of any information, or the use thereof for any unauthorized purpose, may subject the responsible officers, employees, and authorized representatives of the **SERVICE PROVIDER** to civil and criminal liability in the appropriate court or tribunal.

ARTICLE VII TERMINATION OF CONTRACT

- 7.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract, in whole or in part, which termination shall take effect immediately upon delivery to the **SERVICE PROVIDER** of the corresponding written notice, for default of the **SERVICE PROVIDER** or its breach or violation of the terms and conditions of this Contract, or for any other just cause, as determined by the **COURT**, which determination shall be final and binding upon the **SERVICE PROVIDER**.
- 7.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon delivery to the **SERVICE PROVIDER** of the corresponding Notice of Termination, in case it is determined *prima facie* that the **SERVICE PROVIDER** has engaged in any unlawful act or behavior, in respect of any matter pertaining to this Contract, before or during the implementation thereof.



Witness (Supreme Court)

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7.3 **TERMINATION FOR CONVENIENCE.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part, which termination shall take effect within thirty (30) days following the date of receipt by the **SERVICE PROVIDER** of the corresponding written notice, if it has determined the existence of conditions that make Project Implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies. For avoidance of doubt, the right to pre-terminate under this Clause shall not be extended to the **SERVICE PROVIDER**.

7.4 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SERVICE PROVIDER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SERVICE PROVIDER**, or breach of this Contract and the Official Bid Documents by the **SERVICE PROVIDER**.

7.5 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof, which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VIII GOVERNING LAW AND VENUE OF ACTIONS

8.1 Notwithstanding any provision to the contrary in any of the documents made part of this Contract per Section 1.1 hereof, or any other documents executed subsequently in relation to and in compliance with the terms of this Contract, the parties agree that any dispute arising from this Contract which cannot be resolved amicably by the contracting parties shall be tried in the proper court of the **City of Manila only**, to the exclusion of all other venues. This Contract shall be governed by the laws of the Republic of the Philippines.



ARTICLE IX SEPARABILITY CLAUSE

- 9.1. In case any provision in this Contract shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have signed this Contract on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

**MICRO-D INTERNATIONAL,
INC.
(SERVICE PROVIDER)**

Represented by:

Represented by:

MARIFE M. LOMIBAO-CUEVAS

RICARDO M. REGINO

SIGNED IN THE PRESENCE OF:

IVY B. SILVA

MARIBETH C. PUENAVENTURA

(Witnesses of MDI)



ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

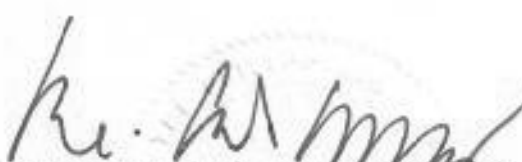
BEFORE ME personally appeared:

- 1) **ATTY. MARIFE M. LOMIBAO-CUEVAS** with Supreme Court Identification Card No. 54279400; and
- 2) **MR. RICARDO M. REGINO** with Philippine Passport No. P5065905B issued by DFA NCR East on 07 March 2020 valid until 06 March 2030;

known to me to be the same persons who executed the foregoing Contract for the *Supply, Delivery, and Deployment of Low-Code Development Platform for the Supreme Court* and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of fifteen (15) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of
OCT 20 2022, 20__ at the City of Manila, Philippines.


MARIA CARINA M. CUNANAN
Deputy Clerk of Court
and Chief Administrative Officer

Witness (Supreme Court)

Supreme Court


Witness (Micro-D International, Inc.)

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MARIFE M. LOMIBAO-CUEVAS


MARI BETH C. PASCUA


RICARDO M. REGINO